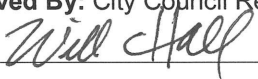




# POLICY & PROCEDURE

<b>Title:</b> <b>Recreation Program Refund Policy and Procedures</b>			<b>Category:</b> Parks, Recreation, Cultural Services
			<b>Number:</b> 9247
			<b>External / Internal:</b> Public
<b>Effective Date:</b> 12/10/2018	<b>Supersedes:</b> Res. No. 423 Policy #9045	<b>Policy Originator:</b> Mary Reidy	<b>Approved By:</b> City Council Res. No. 432  Mayor

## 1. PURPOSE/SCOPE:

The purpose of this Recreation Program Refund Policy and Procedures is to describe under what circumstances refunds will be awarded and describe the necessary steps to refund payment for services and use of facilities.

## 2. DEFINITIONS:

- 2.1. **Cancellation** - City notification of class, camp, program or event being cancelled.
- 2.2. **Reserved**
- 2.3. **Security Deposit** - Any payment received in addition to the facility rental fee required to compensate for damage to City facilities incurred during the rental period, not adhering to rental permit conditions or requiring extra on-site staff time.
- 2.4. **Late Payment** - Payments received or owed after the deadline set by the rental agreement, or as otherwise noted in Facility Rental Policy and Procedures.
- 2.5. **League** - Organized on-going rental with scheduled games.
- 2.6. **Pass** - A purchased amount of time that allows for entrance to specified drop-in activities.
- 2.7. **Point of Sale Item** - Any product sold for purchase that is not a program or service.
- 2.8. **PRCS Director** - The Director of the City of Shoreline Parks, Recreation and Cultural Services Department.
- 2.9. **Refund** - Any money once received by City of Shoreline and then returned to a customer per this policy.
- 2.10. **Registration** - The process by which the rental of a facility is secured including receipt of full payment and confirmation of completed Rental Use

Permit or the process of paying for and receiving confirmation of acceptance to participate in a class, trip/workshop or special event by the City of Shoreline.

- 2.11. **Rental Use Permit** - Signed agreement governing the use of City of Shoreline facilities, including both indoor and outdoor spaces.
- 2.12. **Renter** - Person(s) or party on the signature line of a Rental Use Permit who is legally obligated to terms and conditions of agreement.
- 2.13. **Multi-Day Course** - A class or program, for which a participant must register and that consists of multiple days.
- 2.14. **Camp** - A Program with the word 'Camp' in the title.
- 2.15. **Summer Camp** - Any camp offered anytime during June through August.
- 2.16. **Single Day Course** - Class, trip or program that lasts one day or less.
- 2.17. **Special Event** - A program for which a participant must register that is identified as a Special Event in marketing materials.

### 3. REFERENCES AND FORMS:

- 3.1. Facilities Rental Policies and Procedures
- 3.2. Code of Conduct for Use of City Facilities

### 4. DEPARTMENTS AFFECTED:

- 4.1. Parks, Recreation and Cultural Services Department
- 4.2. Administrative Services Department

### 5. PROCESS:

5.1. **Refund Due to City Cancellation.** Classes, camps, programs, trips or workshops/special events cancelled by the City of Shoreline will result in a 100% Refund of the program fee paid.

5.2. **Cancellation Due to Weather.** Refunds will not be issued for reasons of inclement weather, unless it results in the closure of the City facility hosting the event during the time of session or rental or cancellation of the camp, class or program.

#### 5.3. Refund Request Deadlines:

##### 5.3.1. Multi-Day Course

5.3.1.1. First Day. Program fees may be refunded in full for any reason after the first day of class, as long as the refund is requested prior to the second day of class. Aquatic program requests must be made through the pool registration desk. All other recreation program requests must be made at the Spartan Recreation Center registration desk.



**5.3.6. Facility Rental Cancellation.** Rentals cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Rentals cancelled by the Renter less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this rental will be 100% refunded.

**5.3.7. Park and Open Space Non-Exclusive Use Permit.** Permits cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Permits cancelled by the Permittee less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this permit will be 100% refunded.

**5.3.8. Concession Permit.** The City may, at its sole discretion, cancel a Concession Permit anytime due to an emergency, severe weather, power outage, or situations that may result in facility damage or personal injury as determined by the PRCS Director. In such instances, the Permittee will be entitled to a 100% refund. All other permit refunds must be requested 30 days prior to scheduled use.

#### **5.4. Waitlist and Pro-Rated Refunds.**

**5.4.1. Waitlist refunds.** For those that are on a class waitlist that attend after the start date, requests for refund shall be treated as if the first day of attendance is the first day of class.

**5.4.2. Pro-rated refunds.** Class fee refunds will not be pro-rated when registering after the start date except for those entering from the waitlist.

**5.5. Refund of Security Deposits.** The City will inspect the permitted area in the Rental Use Permit after usage to determine if any damage occurred. If damage occurred, the City will assess a cost to fix the damage and retain that amount from the Security Deposit. Security Deposit may also be retained if all conditions of the permit are not adhered to or extra on-site staff time is required. Any remainder of the Security Deposit will be refunded. Should no damage occur, all conditions of the permit are met and extra staff time is not required then 100% of Security Deposit will be refunded.

**5.6. Facility Rental Cancellation Outside of Renter Control.** The City may, at its sole discretion, cancel a rental anytime due to an emergency, severe weather which merits either School District or City facility closures, power outage, or situations that may result in facility damage or personal injury as

determined by the PRCS Director. In such instances, the Renter will be entitled to a 100% refund. If a field is deemed unusable by City staff on the day of the rental, a credit will be issued to the Renter's account. If a field is deemed unusable on the day of rental by a League official, the Renter must notify the City in writing so that the City receives such notice within five (5) calendar days of event cancellation in order to have a credit issued on their account.

- 5.7. No Pro-Rated Pass Refunds.** All passes are for the specified amount of time from purchase date. Pro-rated refunds are not permitted for unused portion of purchased time.
- 5.8. Refund for Defective Products.** Point of Sale Items may be returned for a full refund within one week of purchase if product has a manufacturing defect.
- 5.9. Exceptions.** Requested exceptions from this Policy may be submitted on the Refund Request Waiver Form to the Recreation Superintendent and require approval by the PRCS Director.
- 5.10. 10 Punch Passes** expire on December 31st of the calendar year purchased with the remaining punches value refunded.
- 5.11. Registrations associated with special events** are non-refundable.
- 5.12. Refund due to Injury or Illness.** Refunds will not be issued for injury or illness incurred outside of participation in the program unless it is diagnosed as a communicable disease by a medical professional.

## **6. PROCEDURE AND METHOD FOR ISSUING REFUNDS**

- 6.1.** Debit/credit card payments will be refunded to the debit/credit account from which the payment was made if within 120 days of the original purchase date. If past 120 days a check will be issued within six (6) weeks or refund request.
- 6.2.** If paid in cash or check, the City of Shoreline will issue, remit and mail a refund check within six (6) weeks to the customer who made payment.
- 6.3.** No cash refunds will be made.
- 6.4.** Any standing credit on accounts will be refunded after six (6) months by a City of Shoreline issued check.
- 6.5.** Security Deposits may be refunded in full or part after completion of the activity and assessed by City staff for damage, breach of permit or staffing requirements. Rentals paid via credit card shall be refunded with a credit to the Renter's card. If paid by cash or check, the City of Shoreline Finance

Department will issue, remit, and mail a refund check to Renters within six (6) weeks. No cash refunds will be made.

- 6.6.** Fees paid through scholarship funds are not refunded in cash. They are reassigned to account per City of Shoreline Scholarship Policy.
- 6.7.** Any payment made via State of Washington Department of Social and Health Services (DSHS) shall not be refunded to an individual but rather will be taken off prior to billing balance sent to State quarterly.